

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest recorded at Reel 4014 Frame 0271

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		09/14/2018	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Transzap, Inc.
Street Address:	633 17th Street
Internal Address:	Suite 2600
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3336981	TRENDX
Registration Number:	2961837	SPENDWORKS
Registration Number:	2700160	OILDEX CONNECT
Registration Number:	2777485	CHECKSTUB CONNECT
Registration Number:	2777484	JIB CONNECT
Registration Number:	2845838	PETRO CONNECT
Serial Number:	77483852	JIBXML
Serial Number:	77483814	CDEXML

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: NEW YORK, NEW YORK 10022

CH \$215.00 3336981

ATTORNEY DOCKET NUMBER:	053644-0167
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	09/14/2018

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** (this "**Termination and Release**") is made as of September 14, 2018 by SILICON VALLEY BANK, as Administrative Agent (the "**Assignee**"), in favor of TRANSZAP, INC., a Delaware corporation ("**Grantor**").

WHEREAS, Grantor and Assignee entered into that certain Loan and Security Agreement, dated December 16, 2002 (as amended, modified or supplemented from time to time, the "**Original Loan Agreement**"), pursuant to which Grantor executed and delivered an Intellectual Property Security Agreement, dated as of December 16, 2002 (the "**2002 Agreement**");

WHEREAS, pursuant to the Original Loan Agreement and the 2002 Agreement, Grantor granted and pledged to the Assignee a security interest in its Intellectual Property Collateral (as defined in the Original Loan Agreement), including without limitation all proceeds thereof (such as by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "**2002 IP Collateral**");

WHEREAS, the 2002 Agreement was recorded with the United States Patent and Trademark Office ("**USPTO**") on December 30, 2002, at Reel 2642, Frame 0506;

WHEREAS, the Original Loan Agreement was amended and restated pursuant to an Amended and Restated Loan and Security Agreement, dated September 10, 2008 (as may be further amended, modified or supplemented from time to time, the "**Amended Loan Agreement**");

WHEREAS, pursuant to the Amended Loan Agreement, Grantor amended and restated the 2002 Agreement in its entirety by executing and delivering an Amended and Restated Intellectual Property Security Agreement, dated as of September 10, 2008 (as further amended by that First Amendment (the "**Amendment**") to Amended and Restated Intellectual Property Security Agreement, dated as of June 24, 2009, the "**2008 Agreement**");

WHEREAS, pursuant to the Amended Loan Agreement and the 2008 Agreement, Grantor granted to the Assignee a security interest in the Intellectual Property Collateral (as defined in the 2008 Agreement);

WHEREAS, the 2008 Agreement (prior to the Amendment) was recorded with the USPTO on (i) February 4, 2009, at Reel 3930, Frame 0192, (ii) June 17, 2009, at Reel 4007, Frame 0119, and (iii) July 1, 2009, at Reel 4014, Frame 0271, and the Amendment was recorded with the USPTO on August 5, 2011, at Reel 4599, Frame 0077;

WHEREAS, Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to

and under the 2002 IP Collateral and the Intellectual Property Collateral (as defined in the 2008 Agreement) (collectively, the “*IP Collateral*”) as herein provided; and

WHEREAS, Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the IP Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the 2008 Agreement (including the 2002 Agreement) and releases, terminates and discharges all liens and security interests in all right, title and interest of Grantor in, to and under the IP Collateral, including those trademark and service mark registrations and applications identified in Schedule I hereto, and all goodwill associated therewith; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

By: Jonathan Wolff
Name: Jonathan Wolff
Title: Vice President

[Signature Page to Termination and Release of Security Interest]

SCHEDULE I
TO
TERMINATION AND RELEASE OF SECURITY INTEREST

**Intellectual Property Security Agreement recorded on December 30, 2002 at Reel 2642,
Frame 0506:**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Oildex	75735586	July 21, 1999
TransZap	75735589	July 21, 1999
Petro XML	76017742	March 16, 2000
Petrolis	75871139	Dec. 10, 1999

Amended and Restated Intellectual Property Security Agreement recorded on (i) February 4, 2009, at Reel 3930, Frame 0192, (ii) June 17, 2009, at Reel 4007, Frame 0119, and (iii) July 1, 2009, at Reel 4014, Frame 0271:

Title Description	Registration/ Application Number	Registration/ Application Date
TRENDX	3336981	11/13/2007
JIBXML	77483852	5/27/2008
CDEXML	77483814	5/27/2008
SPENDWORKS	2961837	6/14/2005
OILDEX CONNECT	2700160	3/25/2003
CHECKSTUB CONNECT	2777485	10/28/2003
JIB CONNECT	2777484	10/28/2003
PETROCONNECT	2845838	5/25/2004
PETROXML	3693736 ✓	3/4/2003
OILDEX	2588974 ✓	7/2/2002
TRANSZAP	2931028 ✓	3/8/2005

First Amendment to Amended and Restated Intellectual Property Security Agreement
 recorded on August 5, 2011, at Reel 4599, Frame 0077:

Title Description	Registration/ Application Number	Registration/ Application Date
TRENDX	3336981	11/13/2007
JIBXML	77483852	5/27/2008
CDEXML	77483814	5/27/2008
SPENDWORKS	2961837	6/14/2005
OILDEX CONNECT	2700160	3/25/2003
CHECKSTUB CONNECT	2777485	10/28/2003
JIB CONNECT	2777484	10/28/2003
PETROCONNECT	2845838	5/25/2004
PETROXML	2693736	3/4/2003
OILDEX	2588974	7/2/2002
TRANSZAP	2931028	3/8/2005
AFEWORKS	77618120	11/19/2008